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AFFIDAVIT OF TRUTH

NOTICE TO CEASE & DESIST ALL FORMS OF COMMUNICATION.
ONLY CONTACT ME BY MAIL IN WRITING AT:

Henry L Robinson
% 1072 Bedford Ave, 022
Brooklyn, NY [11216]

Date: 12/16/2022

CRESCENT BANK AND TRUST

C/o Leon Poche CFO
1100 Poydras Street Ste 100, New Orleans, Louisiana 70163

NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT

This "Affidavit" is made pursuant to "The Fair Debt Collections Practices Act" as codified at 15 U.S.C.-1692, which stipulates that a debt collector must, if requested, provide a verification of the alleged debt. i.e., validate the debt. "The Fair Debt Collections Practices Act" (FDCPA) states that the debt collector is mandated to cease all collection activity when verification is requested. Verification and Validation is defined as: confirmation of correctness, truth, or authenticity by affidavit, oath, or deposition.

The intent of this agreement is that the original party that funded the alleged loan for the bookkeeping entries is to be repaid the value thereof.

Pursuant to "The Fair Debt Collections Practices Act," the following proofs of claim are requested:

- 1.) **Proof of claim: CRESCENT BANK AND TRUST** the Financial Institution involved in the alleged loan, did not purchase the promissory note from Henry Louis Robinson, hereinafter "the Alleged Borrower." **If not rebutted, this statement stands as truth**

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2.) Proof of claim: The Alleged Borrower may repay the alleged loan with the same species of money as may be on the loan per GAAP, ending all interest and liens. **If not rebutted, this statement stands as truth.**

- A. Proof of claim:** The Alleged Lender converted the Alleged Borrower's promissory note, accepting the Alleged Borrower's promissory note as money or like money to fund a check or similar instrument that the Alleged Lender then lent to the Alleged Borrower (which has an economic effect similar to stealing, counterfeiting, and swindling.) **If not rebutted, this statement stands as truth.**
- B. Proof of claim:** The Alleged Lender has failed to follow Federal Laws 12 U.S.C. § 1831n(a)(2)(A) and/or 12 CFR § 741.6(b) regarding **General Accepted Accounting Principles and Generally Accepted Auditing Standards** concerning this loan. **If not rebutted, this statement stands as truth.**
- C. Proof of claim:** The "Alleged Borrower" truly provided the money, transfer of funds money equivalent, credit, funds, capital, or thing of value to **CRESCENT BANK AND TRUST**, and they pursued to securitize it! **If not rebutted, this statement stands as truth**

FACTS ON THE MATTER:

1. Fact, I so invoke nunc pro tunc, specified remedy under 15 U.S.C. 1692c(2) and declare that I am the natural person, consumer in fact, original creditor, and I furthermore appoint **Leon Poche** CFO of Crescent Bank and Trust to quash all alleged, indirect, unverified debt, and set off, charge off and charge back all verified debt by my herein extension of credit, so be it, and;
2. Fact, that my conditional sales contract signed with **Victory Mitsubishi** states that I gave the "Security Interest" in the automobile, and it would be a Violation against 15 USC 1692f(6) if you attempted to tow my automobile with no enforceable security interest. This is a WARNING, **if you touch my car you will be charged with theft;**
3. It is a Fact that 15 USC 1692(h) says If any consumer owes multiple debts and makes any single payment to any debt collector with respect to such debts, such debt collector may not apply such payment to any debt which is disputed by the consumer and, where applicable, shall apply such payment in accordance with the consumer's directions;
4. It is a Fact that I the Consumer extended the credit to purchase the automobile for a price of \$33,561.00 to the Car Dealer who then Sold you my Note, but I was still charged \$2,000 in Cash for a Down payment that was already included in the Total Sales Price purchased on Credit. I have officially rescinded that down payment/transaction with the dealer and **Demand that you return** all of my monthly installment payment funds according to 15 USC 1692h back to me at **the address listed above.**

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5. Fact, I the consumer, original creditor do so extend my open ended credit on file to eliminate any verified debt, all valid debt must be verified and documented on record by wet ink signature, so be it, and;
6. Fact, that I by this notice and demand declare I have no verified evidence for certified mailings, and again for the record, I have absolutely no knowledge of the alleged debts listed on your website, company records, or any and all derivatives therefore, of, and/or with any affiliates or agencies acting as a real party or a third party interlopers, I again state I have no knowledge of this indirect, unverified, debt, so be it, and;
7. Fact, I am an eyewitness to the information by allegations against my name being incorrect, and I demand the documented verification of any and all derivatives for an alleged debt for any such debts alleged to be mine **Henry Louis Robinson**, the consumer in fact, so be it, and;
8. I do not know any of the alleged creditors and debt collectors, so be it, and;
9. I never sat across a table from any of the alleged creditors and debt collectors and never entered into a contract with any receiving a meeting of the minds, so be it, and;
10. Fact, I know that no valid direct verified contracts exist with me and another party by wet ink signature, I know that any attempt to collect a debt is actually alleged indirect action, please verify and document all verifications accordingly, so be it, and;
11. Fact, all allege contracts are completely fraudulent and the attempt to enforce a fraudulent contract is unlawful due to the contract being created through the illegal activity of identity theft and power of attorney fraud, so be it, and;
12. Fact, please show good faith in this matter by expediting the securing of the alleged information listed on your sight in order to avoid me receiving further injury, damages, mental anguish, and losses due to me being a victim of identity theft, so be it, and;
13. Fact, the Fair Debt Collection Practices Act is intended to secure my right to privacy and my privacy has been breached so be it, and;
14. Fact, I am sure the removal of my information from your website, company records, or any and all derivatives therefore, of, and/or with any corporate affiliates like Experian, Transunion or Equifax to ensure my privacy rights won't be violated again due to my lack of consent and this herein un rebutted affidavit of truth being serviced to you today and therefore, standing as truth in commerce, so be it, and;
15. Fact, I am not a debtor
16. Fact, natural person defined see 15 U.S.C. 1692a (3) The term "consumer" means any natural person obligated or allegedly obligated to pay any debt., so be it, and;
17. Fact, natural person defined see 15 U.S.C. 1692a (4) The term "creditor" means any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include any person to the extent that he receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt for another, so be it, and;
18. It is a fact that Credit is defined in 15 USC 1602(f) as The term "credit" means the right granted by a creditor to a debtor to **defer payment of debt** or to incur debt and defer its

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payment; *As the creditor I am choosing to defer the Payment, and send in a Bill of Exchange to offset any alleged debt in my Account with you all!*

19. Fact, as an executive of a Private U.S. Estate any fractional notes, certificates of deposit, bills, checks, or drafts for money drawn or authorized by my signature as an authorized officer of the United States IS an obligation of the UNITED STATES to settle; not mine!
20. Fact, that according to the congressional findings in 15 USC 1692 on Abusive Practices it states that There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy; *I believe that my privacy is being violated by your company, and;*

If this affidavit is not rebutted point for point by a duly qualified representative of Alleged Lender at any level, in any manner, at any time within (5) five days upon receipt, these facts are proven and confirmed as true.

ADDITIONAL FACTS:

1. I am the original creditor. I am the one extending the credit that is creating the debt. This is laid out and proven in 15 U.S. Code 1692a(4).
2. Pursuant to 12 U.S. Code 83, banks can't loan money (their own stock)
3. Pursuant to 12 U.S. Code 1431, the role of banks is not to extend credit, nor loans.
4. All accounts are paid in full the moment my credit card was extended to your company, per 15 U.S. Code 1602(L).
5. To which your company requiring "payment" from me in any kind appears to be bad faith and fraud, waste, and abuse.

ALL RESPONSES MUST BE SENT VIA CERTIFIED MAIL AT THE ADDRESS LISTED BELOW:

Henry L Robinson

% 1072 Bedford Ave, 022

Brooklyn, Ny 11216

ALL OTHER RESPONSE MAILINGS WILL BE DEFAULT

Any man or woman responding to this affidavit will answer in the manner of this affidavit, using your Christian or family name for signature, and mailing it to the below named address provided, within five (5) days, or default will be obtained. *If more time is needed to respond to this request, it must be requested in writing within five (5) days of receipt.*

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MAXIMS OF LAW

1. In Commerce- Truth is sovereign.
2. For a matter to be resolved, it must be expressed.
3. Point of Law: Silence equates to an agreement.

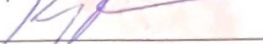
Further Affiant sayeth not.

CERTIFICATE OF SERVICE: I hereby certify that I have mailed a copy of the foregoing on the fifteenth (15th) day of the twelvth (12th) month, two thousand 2022, by U.S. Certified Mail Return Receipt # 7022 0410 003 1799 0043

A copy of this notice will also be mailed to the following parties if there is no proper response:

Company Trustee/Executive Vice President/General Counsel
State Attorney General Office Consumer Rights Advocate
Federal Trade Commission Consumer Response Center
Bureau of Consumer Protection
Consumer Financial Protection Bureau

Revelation 21:5 — Behold, I make all things new. And he said unto me, Write: for these words are true and faithful. [28 USC 1746(1)]

 by: Henry-Louis: Robinson;
the fifteenth (15th) day of the twelvth (12th) month, two thousand twenty-two A.D.
Without Prejudice, All Natural Inalienable Rights Reserved

ATTACHED: EXHIBITS OF VIOLATIONS AND INVOICE FOR VIOLATIONS

Authorized Signature of Debt Collector: _____
Signed under the Penalty of Perjury (28 U.S. Code 1746)